YOUR NAME BRENT A. MILLER, BRENDA J. MILLER
YOUR ADDRESS 9727 RIVER DRIVE, DESCANO, CA 91906
YOUR TELEPHONE NUMBER

FILED
'08 AUG 28 PM 3:45
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: DEPUTY

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA
(Must start on line 8 or below)

BRENT A. MILLER BRENDA J. MILLER -v- CHARLES B. HEMPEL, BARBARA J, HEMPEL TRUSTEES OF THE HEMPEL FAMILY TRUST, DOE DEFENDANTS 1 TO 10 INCLUSIVE	'08 CV 1583 BTM LSP Case No. (To be assigned at time of filing) COMPLAINT FOR (Brief description of document)

Plaintiff alleges:

1. FRAUD
2. BREACH OF CONTRACT
3. ABUSE OF PROCESS
4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
5. TRESPASSING

CR

BRENT A. MILLER, BRENDA J. MILLER
9727 River Drive
DESCANSO, CA 91906

PLAINTIFF(S): In Propria Persona

IN THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

BRENT A. MILLER, BRENDA J. MILLER, , Plaintiff(s) **COMPLAINT** -vs- CHARLES B. HEMPEL, **BARBARA JEAN HEMPEL** TRUSTEES OF THE HEMPEL Family Trust, AND DOES 1 to 10 Inclusive, Defendant.	**CASE NO.:** ____________ **PLAINTIFF(S)'S VERIFIED** **FOR DAMAGES** **1. FRAUD** **2. BREACH OF CONTRACT** **3. ABUSE OF PROCESS** **4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS** **5. TRESSPASSING**

GENERAL ALLEGATIONS:

1. Plaintiff(s), **Brent A. Miller, Brenda J. Miller,** [hereinafter, **"Plaintiff(s)"**] is currently and at all times herein mentioned, the individual residing in The City of DESCANSO, County of SAN DIEGO, and of The State of California.

2. Defendants CHARLES B. HEMPEL, BARBARA JEAN HEMPEL, TRUSTEES OF THE HEMPEL FAMILY TRUST, AND DOES 1 to 10 Inclusive, Are, and at all times mentioned herein, an unknown business entity doing business in the City of DESCANSO, County of SAN DIEGO, State of California.

3. Plaintiff(s) Brent A. Miller, Brenda J. Miller. is informed and believe and thereupon alleges on such basis that DOES 1 TO 10, INCLUSIVE are legally responsible for the acts alleged herein and are sued by such fictitious names, because Plaintiff(s) has not yet been able to ascertain their true names and identities. Upon ascertainment of such information, Plaintiff(s) will seek leave of court to amend and serve this Complaint and any changes thereto to specifically identity said **DOE DEFENDANTS 1 TO 10, INCLUSIVE** by their true names and capacities.

4. Plaintiff(s) is informed and believe and thereupon alleges that at all times herein mentioned, **the Defendants, and all of them** and Doc Defendants 1 to 10 were the agents, employee, employer, servants, representatives of each of the remaining Defendants and were acting at all times mentioned herein, within the scope and course of such relationship and with the knowledge, consent, and/or ratification of the other Defendants and that each of the acts or omissions alleged herein were performed within the scope and course of that relationship as well as within their own specific individual capacities.

5. The obligation sued upon herein was incurred in and is payable in the City of DESCANSO, The County of SAN DIEGO, and in The State of California.

FIRST CAUSE OF ACTION:

{FRAUD against all Defendants and Does 1 to 10 Inclusive}

6. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 16, inclusive, of this Complaint by this reference, as though set forth fully herein.

7. Plaintiff(s) caused to be delivered to The Defendants, and all of them, and Doe Defendants 1 to 10, the UCC filing and other documentation, with the knowledge and agreement that such would act as, and prove ownership of certain Real Property located in the City of DESCANSO, the County of SAN DIEGO, at: 9727 River Drive, DESCANSO, SAN DIEGO County, 91916, [hereinafter, THE PROPERTY].

8. Subsequently, the Plaintiff(s) entered into an agreement associated with THE PROPERTY and the Defendants an all of them and Doe Defendant 1 to 10, agreed to act in a manner which was to the sole benefit of the Plaintiff(s).

9. Recently, Plaintiff(s) came to find that the Defendants, and all of them, and Doe Defendants 1 to 10, failed to disclose certain facts that they were necessarily required to disclose, and went further to conceal such facts known by each of the Defendants and all of them, and Doe Defendants 1 to 10.

10. The Defendants, and all of them and Doe Defendants 1 to 10, did in fact owe a fiduciary duty to the Plaintiff(s) and an absolute duty to disclose anything which might be relevant to fraudulent activity by any of its associates and/or employees.

11. The Defendants, and all of them and Doe Defendants 1 to 10, knew that the Plaintiff(s) was not aware of the material facts not disclosed by the Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, particularly that the

Plaintiff(s) would not be able to readily discover such material and legal facts which would affect Plaintiff(s)'s legal position including Plaintiff(s)'s right to stop the illegal search and seizure.

12. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, concealed such material facts within their own files and records and used their titles as Officers to intimidate, and illegally steal the property of the Defendants, and destroy that which they left behind.

13. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, knowingly acted with a total disregard for the truth of the material facts which would have prevented their illegal search and seizure.

14. The Defendants and all of them knew, including Doe Defendants 1 to 10 Inclusive, that they were acting under color of Law and that the Plaintiff(s) had Remedy under actual Law and did not disclose this to the Plaintiff(s).

15. The Defendants and all of them including Doe Defendants 1 to 10 Inclusive, knew that their actions through the misrepresentation of the facts would immediately cause the Plaintiff(s) injuries, and that without the willful, intentional and fraudulent actions of the Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, the Plaintiff(s) would not have been made to suffer any injuries.

16. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, knew that their misrepresentations would in fact become the predominant, decisive and substantial factors in obtaining the confidence and influencing the course of the conduct of the Plaintiff(s).

SECOND CAUSE OF ACTION:

{BREACH OF CONTRACT against all Defendants and Does 1 to 10 Inclusive}

17. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 21, inclusive, of this Complaint by this reference, as though set forth fully herein.

18. The Plaintiff(s) entered into an agreement with the Doe Defendants, concerning A 1 YEAR EXTENSION to pay a balloon payment. ***SEE EXHIBIT 1***

19. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, refused to honor the Contract.

20. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, entered into the contract, with bad faith, knowing they had no intentions to honor the contract including Doe Defendants 1 to 10 Inclusive **breached any contract and duty owed to the Plaintiff(s).**

21. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, agreed to violate the Plaintiff(s) rights, and acting in a bullish, and threatening manner, causing irreparable harm to the Plaintiff(s).

THIRD CAUSE OF ACTION:

{ABUSE OF PROCESS against all Defendants and Does 1 to 10 Inclusive}

22. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 28, inclusive, of this Complaint by this reference, as though set forth fully herein.

23. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, while making specific use of their superior knowledge and skills in the area of **LAW**, formulated a plan of operation to create, and design documentation to present to the Plaintiff(s), all in an effort to gain the trust of the Plaintiff(s), to harm and defraud the Plaintiff(s).

24. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, worked together to produce, manufacture and present to the Plaintiff(s), documentation the Defendants and all of them knew to be false, falsified, and unt

25. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, knew that the Plaintiff(s) were unaware of the falsity of the representations made to the Plaintiff(s), and that such falsification would result in harm, damage, and not only immediate pecuniary loss, but financial loss to the Plaintiff(s) as well.

26. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, have a ***documented history*** of the illegal and unauthorized use of their superior **LAW**, experience and skills to harm unsuspecting individuals seeking to protect themselves.

27. The process used in this matter was not designed to be used in this capacity to fraudulently intimidate, nor injure the Plaintiff(s).

FOURTH CAUSE OF ACTIONS:

{INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,

{Against all Defendants and Does 1 to 10 Inclusive}

28. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 29, inclusive, of this Complaint by this reference, as though set forth fully herein.

29. The Defendants and all of them, including Doe Defendants 1 to 10 Inclusive, intentionally, recklessly and without regard to the probability of the emotional distress their conduct would cause to The Plaintiff(s), intentionally provided false information, and even physically came onto THE PROPERTY without the expressed written permission of The Plaintiff(s). And, "BUT FOR" the unjustified malicious and callous conduct on the part of the Defendants, the Doe Defendants, and all of them, the Plaintiff(s) BRENT A. MILLER, BRENDA J. MILLER Would not have suffered damages from the continued intrusion by the defendants and all of them.

FIFTH CAUSE OF ACTIONS:

{TRESSPASSING}

{Against all Defendants and Does 1 to 10 Inclusive}

30. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 31, inclusive, of this Complaint by this reference, as though set forth fully herein.

31. The Defendants and all of them, including Doe Defendants 1 to 10 Inclusive, did knowingly and willingly ***TRESSPASS*** on private Land protected by a federal Land Patent, after seeing the signs posted and the penalty for ***TRESSPASSING*** the knowingly and willing accepted the contract, and ***TRESSPASSED. SEE EXHIBIT #2***

WHEREFORE, BRENT A. MILLER, BRENDA J. MILLER (The Plaintiff(s)) prays for judgment against each Defendant, including Doe Defendants 1 to 10 Inclusive, in each cause of action as follows:

1.] **SPECIAL DAMAGES** in the amount of **$2,000,000.00+**

2.] **GENERAL DAMAGES** in the amount of **$2,000,000.00+**

3.] For all cost and feed incurred for this lawsuit

4.] For any such other or further relief as this Court deems just, fit or appropriate.

DATED: 07/27/2008

BRENT A. MILLER, BRENDA J. MILLER,
Plaintiff(s) In Pro Per

VERIFICATION/DECLARATION OF:

BRENT A. MILLER, BRENDA J. MILLER,

I, BRENT A. MILLER, BRENDA J. MILLER, acting In Pro Per, hereby declare under the penalty of perjury that I have read this **COMPLAINT FOR**

DAMAGES and I further declare under the penalty of perjury that the statements contained herein are true and correct to the best of my knowledge, except as those maters stated upon information and belief, and as to those matters, I believe them to be true.

This verification/declaration has been executed on August 13th 2008, in the City of DESCANSO, The County of SAN DIEGO, and in The State of California.

DATED: 08/13/2008

BRENT A. MILLER, BRENDA J. MILLER,

Plaintiff(s) In Pro Per

EXHIBIT

1

AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached
(C.A.R. Form RPA-CA, Revised 10/02)

8 2006, at LA MESA, California.

OFFER FROM BRENT & BRENDA MILLER ("Buyer").

PROPERTY TO BE ACQUIRED is described as 9777 RICO DR. , Assessor's Parcel No. 407-070-01-00, situated in DESCANSO, County of SAN DIEGO, California, ("Property").

THE PURCHASE PRICE offered is NINE HUNDRED TEN THOUSAND Dollars $ 910,000.00

D. CLOSE OF ESCROW shall occur on APRIL 25 2006 OR SOONER (date)(or ☐ ____ Days After Acceptance).

FINANCE TERMS: Obtaining the loans below **is a contingency** of this Agreement unless: **(i)** either 2K or 2L is checked below; or **(ii)** otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs **is not a contingency**. Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT**: Buyer has given a deposit in the amount of .... $ 10,000
to the agent submitting the offer (or to ☑ HERITAGE ESCROW), by personal check (or ☐ ____), made payable to HERITAGE ESCROW, which shall be held uncashed until Acceptance and then deposited within **3** business days after Acceptance (or ☐ ____), with Escrow Holder, (or ☐ into Broker's trust account).

B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of .. $ -0-
within ____ **Days** After Acceptance, or ☐ ____.

C. **FIRST LOAN IN THE AMOUNT OF** .... $ 600,000
(1) NEW First Deed of Trust in favor of ~~lender,~~ SELLER encumbering the Property, securing a note payable at maximum interest of 5½ % fixed rate, or ____ % initial adjustable rate with a maximum interest rate of ____ %, balance due in 2 * years, amortized over 30 years. Buyer shall pay loan fees/points not to exceed -0-. (These terms apply whether the designated loan is conventional, FHA or VA.)
(2) ☐ FHA ☐ VA: (The following terms only apply to the FHA or VA loan that is checked.)
Seller shall pay ____ % discount points. Seller shall pay other fees not allowed to be paid by Buyer, ☐ not to exceed $____. Seller shall pay the cost of lender required Repairs (including those for wood destroying pest) not otherwise provided for in this Agreement, ☐ not to exceed $ ____. (Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)

D. **ADDITIONAL FINANCING TERMS:** ☐ Seller financing, (C.A.R. Form SFA); ☐ secondary financing, ... $ ____
(C.A.R. Form PAA, paragraph 4A); ☐ assumed financing (C.A.R. Form PAA, paragraph 4B)
* TERM OF NOTE TO BE TWO YEARS WITH A ONE YEAR EXTENSION FOR DELAYS RESULTING FROM COUNTY OF SAN DIEGO PROCESS DELAYS

E. **BALANCE OF PURCHASE PRICE** (not including costs of obtaining loans and other closing costs) in the amount of ... $ ____
to be deposited with Escrow Holder within sufficient time to close escrow.

F. **PURCHASE PRICE (TOTAL):** .... $ 910,000

G. **LOAN APPLICATIONS:** Within 7 (or ☐ ____) **Days** After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for the NEW loan specified in 2C above.

H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 2G) shall, within **7** (or ☐ ____) **Days** After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

I. **LOAN CONTINGENCY REMOVAL: (i)** Within **17** (or ☐ ____) **Days** After Acceptance, Buyer shall, as specified in paragraph 14, remove the loan contingency or cancel this Agreement; **OR (ii)** (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.

J. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (**OR**, if checked, ☐ is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, ☐ within **17** (or ____) **Days** After Acceptance), Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency within **17** (or ____) **Days** After Acceptance.

K. ☐ **NO LOAN CONTINGENCY** (If checked): Obtaining any loan in paragraphs 2C, 2D or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

L. ☐ **ALL CASH OFFER** (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or ☐ ____) **Days** After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

3. **CLOSING AND OCCUPANCY:**

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. **Seller-occupied or vacant property:** Occupancy shall be delivered to Buyer at 4 AM/PM, ☑ on the date of Close Of Escrow; ☐ on ____; or ☐ no later than ____ **Days** After Close Of Escrow. (C.A.R. Form PAA, paragraph 2.) If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: **(i)** enter into a written occupancy agreement; and **(ii)** consult with their insurance and legal advisors.

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Buyer's Initials (BAM)(BM)
Seller's Initials (____)(____)

Reviewed by ____ Date ____

EQUAL HOUSING OPPORTUNITY

BUYER'S COPY

EXHIBIT

2

Exhibit "A"

ALL OF LOTS 1 AND 2 OF SECTION 18 AND THAT PORTION OF LOT 1 OF SECTION 19, IN TOWNSHIP 15 SOUTH, RANGE 4 EAST, SAN BERNARDINO, ACCORDING TO LICENSED SURVEY THEREOF NO. 132, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 8, 1902, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1 OF SAID SECTION 19, DISTANT THEREON NORTH 83°53' EAST 81.00 FEET FROM THE NORTHWESTERLY CORNER THEREOF, SAID POINT BEING AN ANGLE POINT IN THE BOUNDARY OF LAND CONVEYED TO WILLIAM E. YOUNG BY DEED RECORDED MAY 9, 1950 IN BOOK 3613, PAGE 74 OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID YOUNG'S LAND, SOUTH 45°37'20" EAST 56.00 FEET AND SOUTH 88°53' EAST 152.01 FEET TO A POINT IN THE EAST LINE OF SAID LOT 1; THENCE NORTH 2°52'40" EAST ALONG SAID EAST LINE 69.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 88°53' WEST ALONG THE NORTHERLY LINE OF SAID LOT 1, TO THE POINT OF BEGINNING.

DO NOT TRESPASS

FEDERAL LAND PATENT # 512

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

BRENT A. MILLER; BRENDA J. MILLER

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
PROPRIA PERSONA

DEFENDANTS

CHARLES B. HEMPEL, BARBARA J. HEMPEL, TRUSTEES OF THE HEMPEL FAMILY TRUST; DOE DEFENDANTS 1-10

FILED 08 AUG 28 PM 3:45 CLERK U.S. DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA BY DEPUTY

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
N/A

'08 CV 1583 BTM LSP

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☒ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☒ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☒ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
Title 28 USC 1983

Brief description of cause:
Fraud, Breach of Contract, Abuse of Process, Intentional Infliction of Emotional distress, Trespassing

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 8/13/08 SIGNATURE OF ATTORNEY OF RECORD Brenda J Miller

FOR OFFICE USE ONLY

RECEIPT # 154529 AMOUNT $350 APPLYING IFP JUDGE MAG. JUDGE

TAC 8/28/08

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 154529 - TC

August 28, 2008
15:37:49

Photocopies
Qty....: 16 @ $0.50
Amount.: $8.00 CK
Check#.: PC5197

Civ Fil Non-Pris
USAO #.: MILLER VS. HEMPEL
Amount.: $350.00 CK
Check#.: BC5197

Total-> $358.00

FROM: COPIES